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#### Contract Database Metadata Elements

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Merrick Ufsd And Merrick Faculty  
Assn Inc

Agreement

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**Merrick  
Union Free  
School District  
Merrick,  
New York**

*and*

**The Merrick  
Faculty  
Association, Inc.**

DEC 07 2000  
JULY 1, 1998 • JUNE 30, 2001  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

158

+ 10 = on leave

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THIS AGREEMENT has entered into between MERRICK UNION FREE SCHOOL DISTRICT, Town of Hempstead, Nassau County, New York, hereinafter called the "Board", and the MERRICK FACULTY ASSOCIATION, INC., hereinafter called the "Association".

#### **WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of MERRICK UNION FREE SCHOOL DISTRICT is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board has recognized the Association for purposes of collective negotiations pursuant to the Public Employee's Fair Employment Act, and has assumed the obligation of bargaining with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### **ARTICLE I Recognition**

A. The Board recognizes the Association as the exclusive and sole bargaining representative for, and this Agreement will be applicable to all classroom teachers, social workers, guidance counselors, and all other certified personnel not included in any other unit employed in Merrick Union Free School District. The term "teacher," when used hereinafter in the Agreement, shall refer to all employees included in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. Such recognition shall continue for the term of this agreement during which time the Board shall not recognize or bargain with any other representative of the teachers included in the bargaining unit set forth in paragraph "A" of this Article I.

#### **ARTICLE II Teacher Rights**

A. The Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities or mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New York, the Board undertakes and agrees that it will not, directly or indirectly, discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of New York or the Constitutions of New York and the United States; that it will not discriminate against any teacher with respect to hours; wages or any terms or conditions of employment by reason of their membership in the

Association; participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to teachers' rights they may have under the New York State Education or Civil Service laws or other applicable laws and regulations.

C. The teachers covered by this Agreement shall have the right to address the Board during the visitors' portion of all regular and special Board meetings.

D. Teachers shall be entitled to full rights of citizenship and no lawful religious, political, civic, economic or social activities of any teacher or the lack thereof, shall be grounds for any discipline, discrimination or adverse action against any teacher; provided, however, that no teachers shall be paid for being absent from school in support of any of the foregoing activities or organizations supporting any of such activities unless payment for such absence is specifically provided for under this Agreement.

E. The provisions of the Agreement and the salary, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

F. The Board at its sole cost and expense shall provide each teacher in the negotiating unit with a printed copy of this Agreement as soon as possible.

G. Preference shall be given to teachers within the negotiating unit for all non-supervisory summer positions provided such teachers possess the appropriate certification for the position.

### **ARTICLE III**

#### **Association Rights**

A. The Association and its representatives shall have the right to use school buildings for reasonable purposes at all reasonable hours for meetings, with the prior approval of the Superintendent of his/her designee, which approval shall not be withheld unreasonably.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Association shall have the right of reasonable use of District facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, adding machines and audio-visual equipment (which shall be kept in good repair and operation at the expense of the Board) and provided that such use shall not interfere with the duties and responsibilities of employees of the District. The Association shall pay for the reasonable cost of all materials and supplies incident to such use at the cost to the School District. To the extent that facilities are available, the Board will provide a room in one of the buildings of the District to be used by the Association as an office for the transaction of official Association business only, without cost to the Association. The Association shall have the right to install a phone in its office, at its own expense.

D. The Association may, without prior approval or notification, post notices of its activities and matters of Association concern on teachers' bulletin boards, at least one of which shall be provided in each faculty room of each school building.

Such notices shall not cast aspersion against any person, body or Board. The Association may use the District mail service and teachers' mail boxes for communications to teachers. Announcements of meetings may be listed in school activity bulletins, the public address system may be used for announcing the dates, time and place of meetings at times which do not interfere with classes in session.

E. The Board agrees on request of the President of the Association to furnish to the Association reasonable information concerning the financial resources of the District, such as budgets adopted by the Board and final budgets approved by the voters of the District, final annual financial reports, names and addresses of all the teachers, and such other reasonable information requested by the Association as will assist it to act as negotiating representative. The salary schedule indicating teachers' current position thereon will be available by October 1 of each year. In addition, the Board will provide a copy of the minutes of each regular and special Board meeting within seven (7) school days after such minutes have been officially approved.

F. The Board shall advise the Association of any new or modified fiscal programs, construction programs or major revisions of education policy which are proposed and the Association shall be given an opportunity to express its views to the Board on said matters prior to adoption.

G. The Board will provide an appropriately furnished faculty room in each school for the use of the teachers of Merrick Union Free School District. The faculty room in each building shall be air conditioned. The Board shall also provide an appropriate water cooler as well as a boiling water element in each faculty room.

H. The President of the Association will have regular preparation periods scheduled immediately preceding and extending to the regular lunch period; and will not be required to perform building assignments.

I. During the course of the school year one (1) of the following three (3) officers of the Association will not be required to perform building assignments: Vice-President, Secretary or Treasurer. The Association will inform the District by the last day of the preceding school year which officers shall be so designated, and for what period of time.

J. One teacher in each building who is designated building chairperson will not be required to perform a building assignment.

#### **ARTICLE IV**

##### **Payroll Deductions**

A. The Board agrees to deduct from the salaries of teachers covered by the Agreement membership dues on behalf of the Association subject to receipt by the Board of duly executed membership dues deduction authorizations. Those teachers who authorize salary deductions on behalf of the Association may also authorize salary deductions for membership dues of any state or national affiliates designated by the Association. The Board shall deduct from the last paycheck of any teacher who leaves the District before the full amount of dues is deducted, the balance of dues due the Association if the Association furnished the Board with individual written authorization.

B. Any new or changed dues deduction authorizations for Association members must be delivered to the business office of the District prior to October 1 of that school year in order to be given effect for the ensuing school year. Dues deduction authorizations shall remain in effect from year to year unless the same are

revoked in writing by the teacher during the period from September 1 through September 15. Such authorizations must be accompanied by a schedule prepared by the Association showing the total amount of dues for that year that each individual teacher assigns and agrees to have deducted for and on behalf of the Association, or any state or national affiliates designated by the Association. The District will deduct the aggregate amount of dues authorized by each individual teacher on behalf of the Association and any state or national affiliates designated by the Association in an amount designated by the Association per pay period commencing with the pay period nearest October 15 until the total payment is completed. The total Association dues deducted shall be remitted to the Association prior to remittance of deductions on behalf of any state or national affiliates designated by the Association.

For teachers hired after October 1, who shall authorize salary deductions for membership dues, the District shall deduct such dues when notice of at least 20 days is given by the Association to the business office. Such notice shall include the total amount of dues and the number of deductions to be made until the total payment is completed.

Dues checked off on behalf of the Association will be remitted to the Association promptly after each deduction.

C. Every member of the bargaining unit who is not a member of the Merrick Faculty Association shall, within thirty (30) days after the initial date of employment pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. The Association shall forward to the fiscal or disbursing officer of the District a list of non-members and the sum of money to be deducted from each teacher paycheck for the agency shop fee. Said amount shall be deducted from each teacher's paycheck in a manner equivalent to the manner in which dues deductions are made for members of the Association, insofar as possible. The fiscal or disbursing officer shall forward said total amount of agency shop fee deducted to the Association.

D. The Association on its own behalf and on behalf of each teacher authorizing dues deduction, hereby realizes and holds harmless the Board, its officers, agents and employees from any and all liability and responsibilities whatever for the use or application of dues after said dues/fees have been deducted and remitted as aforesaid in paragraphs B and C thereof.

E. The Board shall pay all teachers their salary on a biweekly basis, in an amount equal to 1/21st or 1/25th of their annual salary, as each teacher shall elect, so that the total to date at the next to the last payment made in the school year will amount to 20/21st for those adopting the 1/21st plan and 20/25th for those adopting the 1/25th plan. Accordingly, on the last day of school those adopting the 1/21st plan will receive 1/21st of their annual salary as their last check, and those adopting the 1/25th plan will receive 5/25th of their annual salary as their last check. The Board will also deduct from teachers' salary checks those items mandated by law, and, in addition, health and dental insurance premiums for the insurance programs presently provided by the Board, and the tax-sheltered annuity. Deductions shall also be made for payments to a Teachers' Credit Union. There shall be three (3) paychecks in September, the first one being on the first Friday the teachers are required to report for work, and the second and third at the District's discretion.

F. The Board agrees to deduct, (upon request of the Association) from the salaries of teachers covered by this agreement payroll deductions other than those hereinabove set forth. The District shall provide these additional lines for payroll

deductions to the extent that they are available. Requests for deductions must be of a reasonable nature and mutually agreed to by the District.

## **ARTICLE V School Calendar**

A. The school calendars of the Merrick Union Free School District for the school years 1998-99, 1999-2000 and 2000-2001 shall provide for a maximum of 183 teacher days per school year, distributed to teachers after consultation with the Association.

B. There shall be no deviation change in said school calendars except by mutual agreement in writing of the Association and the Board.

C. Pupils shall be dismissed after two hours on the last day of school. Teachers shall leave on the last day of school immediately following the students, only if a checklist provided by the principal is completed and sign-off occurs.

D. Newly-hired teachers will be required to report for orientation one day before they commence employment. The Association will be given an opportunity to meet with them on that day for a period not to exceed 30 minutes.

E. Two (2) days of required teacher attendance, one in the Fall and one in the Spring, shall be devoted to parent/teacher conferences concerning pupil progress. On each of these two days, all teachers shall be required to devote from 7:00 P.M. to 9:00 P.M. to such conferences. In addition, each teacher on these two days, shall develop an individual conference schedule which shall include not less than four hours in which conferences shall be held. Pupils will not be in attendance on days of parent/teacher conferences.

## **ARTICLE VI Teaching Conditions**

A. Class size shall be set by the School Board; however, the Board shall make every effort to limit class size to the following:

Maximum	
Kindergarten	24
First Grade	24
Second Grade	28
Third Grade	28
Fourth Grade	28
Fifth Grade	28
Sixth Grade	28

Failure of the Board to reduce class size to the above standards shall not in any way be considered a breach of this contract or constitute a matter to be processed through grievance procedures.

B. The length of the school day for all full-time teachers shall be 6 hours and 45 minutes which time shall commence 15 minutes prior to the beginning of the student day. The instructional day of all pupils shall be equalized at 5 hours and 30 minutes.

C. On Fridays and before holidays not immediately followed by a school day, all teachers shall be permitted to leave school immediately following the dismissal of



their students and their departure in buses. Teachers shall not be required to indicate the time they sign in or out but shall sign their initials only to indicate that they have arrived for work or left for the day.

D. In furtherance of the high educational standards prevailing in this District, all teachers will make themselves available for activities appropriate to their professional field, including conferences with parents, necessary preparation work and remedial or enrichment instruction for individual or small groups of children at least fifteen minutes before the scheduled arrival of the students for whom they are responsible and fifteen minutes after the dismissal of the students for whom they are responsible as well as when the non-classroom teachers specified in Sub-Division F of this Article are in the classroom, provided, however, that no teacher shall in any event be required to work more than 6 hours and 45 minutes per day. In addition to their regular assignments, teachers may also be assigned to at least one activity per school year involving the improvement of the District's education program. Guidelines pertaining to the type, length and duration of assignments will be established by the Faculty Council whose decision shall be final and binding and not subject to the grievance and arbitration procedure.

Teachers complying with the foregoing provisions of this paragraph who have performed the customary duties associated with the dismissal of the students for whom they are responsible, in accordance with the established practice relating to the dismissal of students and the aforesaid activities appropriate to their professional field, may leave the school building prior to the end of the 6 hour and 45 minute school day notwithstanding the provisions of Sub-Division B of this Article.

Nothing contained herein, however, is intended to change the established practice whereby teachers make themselves available for after school meetings scheduled by principals and the administrative personnel, up to a maximum of 6 hours 45 minutes, except as provided in Section E of this Article.

E. Each teacher shall have a 45 minute uninterrupted lunch-hour; no teacher shall in any event be required to work more than 6 hours and 45 minutes per day. Principals may schedule no more than two meetings per month for faculty meetings, each of which shall be of no more than one hour in length commencing no more than ten minutes after the conclusion of the instructional day. However, three of these meetings may be scheduled no more than fifteen minutes after the conclusion of the teacher day in order to afford teachers sufficient travel time, if necessary. Such meetings will be scheduled on Wednesdays. It is understood that teachers will plan to keep Wednesday afternoon free for these meetings.

Principals may also schedule three additional faculty meetings on Wednesday mornings. Such meetings shall begin no earlier than one hour before the start of the instructional day at any school and in no event before 7:40 A.M. Such meetings shall not be held on a Wednesday on which an afternoon faculty meeting is held. If the instructional day in any school begins earlier than 8:40 A.M., the principal may schedule the additional meetings after the instructional day in accordance with the foregoing paragraph. In the event the District schedules a guest speaker for a faculty meeting and it is impractical to schedule this meeting in the morning, the principal may schedule an afternoon meeting rather than a morning meeting only if two afternoon meetings have been already held that month.

In addition to the foregoing meetings, two additional after-school meetings on issues related to instruction during each school year may be scheduled on Wednesday afternoons, such meetings to last no more than one and one half hours, and which will begin no later than 15 minutes after the conclusion of the teacher day.

F. One (1) or two (2) duplicating machine operators working either a full teacher day or (2) half-days shall provide all mimeo and clerical tasks in each building. This language remains in force for this agreement and for the term of the succeeding agreement.

G. Substitutes will be provided in the event of the absence of non-classroom teachers provided such substitute non-classroom teachers are available. Non-classroom teachers include art, music, physical education, librarian and nurse-teacher. Where the Administration is aware that a remedial reading teacher will be absent from class for more than five (5) consecutive days, a qualified substitute will be hired if available. The Administration will make reasonable efforts to obtain special teacher substitutes. The Administration will schedule four forty-five minute periods of instruction per week by special subject teachers for the duration of this Agreement. Non-classroom teachers shall also have four forty-five minute periods per week, within the instructional day, wherever possible, to pursue activities appropriate to their professional field.

H. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the classroom teacher and counselor that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration, after being satisfied that there are reasonable grounds, shall promptly take appropriate action to deal with the situation.

I. Any case of employment related assault upon teachers shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teachers of their rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities. If any teacher is criminally complained against or sued by reason of lawful disciplinary action taken by the teacher against a student, the Board, at its cost, shall provide legal counsel for the teacher's defense, upon request. But nothing contained in this Article VI shall be interpreted to preclude a teacher from seeking advice and counsel of and being represented by an attorney of his/her own choice, in addition to counsel provided by the Board, it being understood that such additional representation shall be at the teacher's own expense.

J. Any complaint by a parent or a student directed against a teacher concerning whom the Administration is considering any action shall be called promptly to the attention of the teacher by the person receiving the complaint.

K. All non-certified and supplementary personnel working in a learning situation shall be under the supervision of professional personnel.

L. Fifteen minutes traveling time shall be allowed for teachers working in more than one school on any one day. Upon notice to the Superintendent by the Association (President) this shall be extended to twenty minutes due to unforeseen conditions or circumstances beyond the reasonable control of the teacher.

M. Non-classroom teachers at the direction of their principal or the Superintendent may commence their preparation periods 15 minutes before the students' instructional day begins.

All non-classroom teachers at the direction of their Principal(s) or the Superintendent of Schools, may commence their preparation period 15 minutes before the student's instructional day begins. All non-classroom teachers, with the

exception of Art, Music, and Physical Education, at the direction of their Principal(s) or the Superintendent of Schools, may commence their preparation periods 45 minutes prior to these teachers' conclusion of their working day. Teachers of Art, Music, and Physical Education will not have their preparation periods scheduled 45 minutes prior to these teachers' conclusion of their working day without mutual consent of the Principal or the Superintendent of Schools and any individual teacher of Art, Music, and Physical Education.

Any preparation period which is scheduled to commence 45 minutes before the conclusion of any teacher's working day may not be scheduled on Friday.

Scheduling of non-classroom teachers' preparation periods which end at the conclusion of the teachers' working day shall not result in the reduction of employment for teachers referred to in this paragraph.

N. By June 1st of each school year, teachers will be given their tentative assignments for the following school year. These assignments will be subject to change by the District in the event unknown or unforeseen circumstances intervene.

O. Teachers' participation in the Memorial Day Parade shall be voluntary.

P. When a teacher's whole class is receiving library instruction from the librarian, the classroom teacher shall not be required to remain with the class. During said instructional period classroom teachers will perform clerical duties and other professional activities germane to their classroom work. However when certain instruction is being received or certain activities are taking place, the teacher may be required to remain with his or her class. The specific type of instruction or activity shall be recommended by the library committee and reviewed by the Faculty Council.

## ARTICLE VII

### Illness or Disability

A. 1. At the beginning of each school year, each full-time teacher on tenure and those with three years teaching experience in the District shall be credited with a 15 day, and each full-time teacher with less than three years experience in the District will be credited with a 12 day, sick leave allowance to be used for absences caused by illness or physical disability of the teacher, including such illnesses and/or physical disabilities resulting or arising out of pregnancy and/or childbirth. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred and eighty. At or prior to the beginning of the school year, the Board shall notify each teacher in writing as to the amount of accumulated unused sick leave. Teachers shall also have the right during the last week of school to examine in their own schools their sick and personal leave slips.

2. Sick leave credit will be pro-rated for newly hired teachers based on the date of employment. This does not include teachers who are on leave of absence, teachers who have been excessed, or teachers whose positions have been eliminated.

3. A teacher may accumulate a catastrophic sick leave bank of up to 70 additional days as follows: after a teacher has accumulated 180 days, the teacher may begin to accumulate the catastrophic sick leave bank. When a teacher is out sick, the regular 180 day bank is first utilized and must be replenished before additional days are added to the catastrophic bank. Days from the catastrophic bank may only be utilized for a catastrophic illness and after the teacher has first exhausted the regular 180 day sick leave bank. Teachers shall not be entitled to be paid for unused sick days from the catastrophic bank.

B. After giving proper notice, in writing, to the District of a teacher's intention to retire and also proper notice in writing, to the applicable state retirement organization, such teacher shall be granted an increase in current salary equivalent to one day of current pay for each two days of accumulated unused personal sick leave in the District.

If death should occur after proper notice, in writing, to the District by the teacher but before actual retirement, such increase in salary to which the teacher would have been entitled to receive will be paid to the teacher's beneficiary, if designated, otherwise to the estate of the teacher.

After giving proper notice, in writing, to the District of a teacher's intention to leave the employ of the District for reasons other than retirement, involuntary separation or request for resignation by the District, such employee shall be granted an increase in current salary equivalent to current pay for accumulated unused personal sick leave in the District in accordance with the following schedule:

a. Up to and including 15 years of service - 20% of accumulated personal sick leave.

b. From more than 15 years to including 20 years of service - 30% of accumulated personal sick leave.

c. From more than 20 years of service - 50% of accumulated personal sick leave.

If death should occur while in the employ of the District, such increase in salary to which the teacher would have been entitled to receive will be paid to the teacher's beneficiary, if designated, otherwise, to the estate of the teacher.

All teachers hired on or after September 11, 1981 shall not accumulate sick leave for retirement or other pay-out purposes, but will retain their rights to accumulate sick leave for the purpose of illness.

C. No use of such leave shall be made except for bona fide illnesses requiring teachers to be absent from school. The Superintendent may require a statement or affidavit of the absentee, or a medical certificate in respect to each such illness, as the Superintendent may determine, and in such form as he/she may require, provided that if any teacher, in a school year is absent from school for illness for an aggregate of more than fifteen (15) days, then for each absence thereafter or more than five (5) consecutive days for illness in such year, medical certificate, satisfactory to the Superintendent, must be furnished by such teacher to such Superintendent before any such absence is charged against the leave provided hereby.

D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability for the balance of the school year in which the illness occurs plus one additional year.

E. A paid medical leave of absence may be granted at the discretion of the Board of Education to teachers suffering with a serious medical problem who have exhausted their accumulated sick leave. Request for such leave must be submitted to the Superintendent of Schools along with appropriate medical documentation. This leave, in conjunction with the accumulated sick days used by the teacher, may be approved by the Board of Education for a period up to ninety calendar days.

## ARTICLE VIII Personal Business

A. At the beginning of every school year, each teacher shall be credited with five (5) days, inclusive of no more than two half days, to be used for the teacher's personal business, without loss of salary in each school year for any one or a combination of the reasons set forth below:

1. Serious illness in immediate family
2. Religious observance
3. Subpoenaed or called to court or hearing
4. Graduation exercise by a member of the immediate family
5. Appointment for college admittance of a member of the immediate family
6. Taking child to college as freshman
7. School or college special honor to a member of the immediate family
8. Special honor bestowed on a member of the immediate family
9. A house closing or specified necessary business requirement
10. Being married
11. Attending a wedding as participant
12. Attending a wedding of a member of the immediate family
13. Moving to a new home
14. Emergency repairs in home where immediate attention is needed to prevent damage
15. Attend a funeral
16. Such other reasons as shall be mutually agreed upon by the Association and the Superintendent.

The duration of each absence under No. 4 to 16 above shall be reasonable.

Except in emergencies, teachers will give five (5) days notice on a form which has been mutually agreed to by the District and the Association of their intention to take a personal day and the reason therefor as specified hereinabove. Every effort shall be made to schedule the above events on non-school days. Immediate family shall include the teacher's spouse, children, parents, siblings, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, or other persons normally living in the teacher's household.

B. The leave provided in this Article shall be non-cumulative.

C. A first year teacher shall be entitled to three days personal leave as provided in this Article, but any leave in excess of the foregoing limits up to a maximum of five days shall be charged against a teacher's sick leave for that year, and shall be allowed only to the extent such sick leave is available.

D. No salary deduction will be made or other adverse action taken in the case of any teacher who has been summoned to and actually serves as a juror, subject to the following:

1. The teacher has not volunteered for jury service.
2. Makes a reasonable effort to avoid serving as a juror in a case which it is stated at the outset will be of unusually long duration.

3. Refunds to the District the fee received for serving as a juror.

E. In the event of a death in the immediate family, a teacher shall be allowed five (5) days leave with pay. In the event of more than one death in the immediate family, each of which occurs at a different time during the school year, a teacher will be allowed a maximum of ten (10) days leave with pay.

## ARTICLE IX Unpaid Leave of Absence

A. Subject to the approval of the Board, which approval will not be unreasonably withheld, a leave of absence up to one year commencing on September 1 shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs, or study in other states, territories or countries, provided said teacher states the intention to return to the school system. Upon return from such leave, teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period.

B. Subject to the approval of the Board, which approval will not be unreasonably withheld, a leave of absence of up to one year commencing on September 1 shall be granted to any teacher, upon application, for the purposes of participating in foreign or military teaching programs or study, provided said teacher states the intention to return to the school system. Upon return from such leave, teachers shall be placed at the same position on the salary schedule they would have been had they taught in the District during such period. If the teacher returns during a semester such teacher shall be given priority on the list of substitutes.

C. A leave of absence of up to one year, commencing on September 1, shall be granted to any teacher, upon application, for the purpose of joining the Peace Corps, Vista, Teacher's Corps, or Job Corps as a full-time participant in such program. Upon return from such leave, teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period.

D. A leave of absence of up to one year may be granted to any teacher upon application and approval of the Board, for the purpose of serving full-time as an officer or staff representative to the staff of N.Y.S.U.T. or any other national or state professional organization of the teaching profession. Upon return from such leave, teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the District during such period.

E. Upon written request of a teacher to the Superintendent maternity/paternity leaves shall be granted for a period of two (2) years plus the balance of the school year in which the leave commences. Teachers shall be required to notify the District by March 1st of their intention to return to work the following school year. Teachers adopting a child may receive a similar maternity/paternity leave which shall commence when the adopted child enters the teacher's home. Teachers returning from maternity/paternity leave shall be placed on that Step of the salary schedule from which they went on leave.

F. To the extent required by law, military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of induction for military duty or be recalled to active duty in any branch of the Armed Forces of the United States; and upon return from such leave the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught

in the District during such period.

G. A person elected to government office shall be granted a leave of absence not to exceed two years.

H. Subject to the approval of the Board, which approval shall not be unreasonably withheld, a leave of absence of one year shall be granted to a full-time teacher, as was provided in 1980-81, by mutual agreement of the Association and the District.

I. Teachers on leaves of absence set forth in this ARTICLE IX must notify the Superintendent by March 1st of their intention to resume service the following September.

J. Subject to the approval of the Board, which approval will not be unreasonably withheld, leave of absence of six months may be granted to a teacher because of serious illness in the immediate family.

## **ARTICLE X**

### **Professional Compensation**

A. For the duration of this contract July 1, 1998 to June 30, 2001 salary schedules have been jointly agreed to by the Association and the district and are included as schedules A, B and C. Said schedules reflect the following: effective July 1, 1998 2.95% plus increment; effective July 1, 1999 2.95% plus increment; effective July 1, 2000 2.95% plus increment.

Effective July 1, 1996, a stipend of \$1,000 per school year, not added to the base salary, shall be paid to those teachers who have been on Step 20 or higher and who have completed MA+75, provided however that no credits past MA+60 shall be utilized towards MA+75 unless the course work for these credits begin after the last day teachers are required to work in the 1994-95 school year. Those teachers who receive this stipend will receive an additional \$325 per year upon receiving their doctorate, thus equalling the \$1,325 stipend set forth in the agreement for a doctorate. Teachers who presently have a doctorate degree are not eligible to receive the \$1,000 stipend. Teachers who are on a step lower than Step 20 on the MA+60 column, may take courses after the last day teachers are required to work in the 1994-95 school year which may be utilized for movement to the MA+75 column when the teacher reaches Step 20. At least nine of the fifteen credits for movement to MA+75 shall be inservice courses; provided, however, that all such courses, whether inservice or graduate, must be approved by the Administration. It is intended that these courses will enhance the teacher's effectiveness in the classroom and/or in the teachers' particular assignment.

Effective February 1, 1996, the MA+45 column shall be deleted except that teachers on this column as of that date may continue to remain on this column.

Effective July 1, 1995, there will be an entry level Step added to the salary schedule. In the 1995-96 school year, the entry level Step will be \$1,000 below Step 1. After the 1995-96 school year, the calculation for the entry level Step will be on the same basis as the other Steps are calculated. Actual use of the entry level Step will start in the 1996-97 school year. In the 1995-96 school year, beginning teachers will be placed on Step 1. In the 1996-97 school year, new teachers will be placed on the entry level Step. Those teachers on entry level Step in 1996-97 will go to Step 1 in the 1997-98 school year.

B. Prior service credit and adjustment to schedule shall be in accordance

with and subject to the terms and conditions of the current by-laws on prior service credit and adjustment to schedule adopted by the Board as follows:

1. "Acceptable Teaching Experience" is defined as full-time teaching in public schools, private schools and colleges. Part-time teaching; i.e., summer school, night school, and/or similar types of service is not creditable.
2. Military service shall consist of 305 to 356 days served in the Armed Forces in order to constitute one year of experience credit; 640 to 730 days served in the Armed Forces in order to constitute two years of experience credit; and 975 to 1,095 days served in the Armed Forces in order to constitute three years of experience credit. Teachers entitled to consideration under this provision shall file a photostatic copy of their "Military Record and Report of Separation-Certificate of Service" with the Superintendent.
3. Prior service credit shall be allowed for acceptable teaching experience whether within or outside the District, up to a maximum of three years, as follows: one to three years experience - Step 2; four to seven years experience - Step 3; eight plus years experience - Step 4. The foregoing may be modified based upon the facts and circumstances concerning a particular teacher upon consultation and agreement with the Association. Such credit shall be allowed only for full year periods and no half year or other partial credit shall be granted.
4. Military service shall be allowed up to a maximum period of three years.
5. Military service to a maximum of the amount stated in Item 4 above, shall be added to the acceptable teaching experience, the aggregate, however, not to exceed ten years.
6. A teacher who has left the employ of the Board of Education of Merrick Union Free School District for reasons other than an officially approved "leave of absence" shall return to the system as a new entrant and, as such, shall be entitled to total prior service credit not to exceed five years.
7. The language contained in (3) and (6) above does not apply to excessed teachers.

C. All transfers to higher salary schedules in the first semester will be adjusted on the last payroll date in February and will include all retroactive pay from the date the change became effective. All transfers to higher salary schedules in the second semester will be adjusted on the last pay date for the school year and will include all retroactive pay from the date the change became effective. All transfers to higher salary schedules received from July 1st to August 20th will be adjusted on the first pay period of the school year.

D. If credit for an approved graduate or inservice course taken after receipt of a bachelor's degree is not applied toward an advanced degree, it shall nevertheless be recognized following receipt of an advanced degree for purposes of determining salary schedule status.

E. Teachers required to travel from one school building to another during the school day in the course of their employment, shall receive the rate per mile established by the Board of Education, but not less than 20 cents per mile.



## ARTICLE XI

### Insurance Protection

A. The Board shall provide the following insurance programs for each teacher covered by this Agreement.

1. Health insurance for individual, individual and dependent student pursuant to the Statewide Plan. The GHI or HIP option plan may also be selected by any additional cost of either sub-plan shall be paid by the teacher. The Board also shall provide "prior retirees" with health insurance in accordance with the foregoing. Excessed teachers will be covered for health insurance until December 31st of the year in which they were excessed. Effective July 1, 1995 teachers shall pay 10% of the district's cost of providing health benefits. Teachers shall contribute said percentage by payroll deduction.

(a) A health insurance plan providing a total benefits package comparable to the plan in existence on June 30, 1989, or the plan at the time of the alternate proposal may be instituted by the District upon written notice to the Association, which notice shall include a copy of the plan including costs and premiums. The Association shall have 60 days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within 60 days of the original date of the District's presentation of the plan to the Association. The panel shall be comprised of three persons with expertise in health insurance. Each party shall designate one member of the panel. These two members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel shall have the authority to hold and review submissions of the parties, and shall render a decision 60 days following their appointment. The decision of the panel shall be final and binding on the District and the Association. The new plan shall not become effective unless and until either the Association agrees that benefits are comparable or the impartial panel so holds.

(b) Teachers shall have the option to withdraw from participation in the Health Insurance Plan or change from family to individual. Teachers who exercise these options must notify the District in writing by May 1st of their intentions. A teacher who exercises the option to withdraw shall receive two payments of \$1,100 for those who withdraw from family coverage, and two payments of \$550 for those who withdraw from individual coverage, in the first paycheck January and the last paycheck in June. Those teachers who exercise the option to change from family to individual coverage shall receive two payments of \$550 in the first paycheck in January and the last paycheck in June.

Teachers during the first year of this contract must notify the District by December 1, 1989 of their intentions to exercise the option, and will receive the above stated amounts, pro-rated. New teachers may exercise the option upon hiring, and will receive the above stated amounts, pro-rated.

Teachers who have withdrawn from the District's Health Insurance Plan shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the teacher requests reinstatement during a school year, the teacher shall receive a pro-rated portion of the amount designated above. This change can be made once a year.

2. Full dental insurance for each teacher covered by this agreement on an individual maintaining the same level of benefits as in effect during 1973-1974 school year. The Association agrees to cooperate with the Board in obtaining the lowest premium rate available to provide such benefits. During the life of this agreement, the Merrick Faculty Association has the right to re-open negotiations on the sole issue of dental insurance.
3. Disability insurance for each teacher covered hereby, which insurance plan shall provide payment of benefits equal to 60% of the basic monthly salary for each teacher covered to a maximum of \$2,500.00 per month for life, for accident and until age 65 for sickness.

B. The Board shall maintain the present resolution and do all those things necessary to provide Association members a payroll deduction for tax deferred annuity programs. This shall in no way impair or preclude those programs presently in existence and recognized by the Board.

C. The District will establish a combined total fund of \$475.00 which fund shall be used for compensating teachers for damage to clothing and other items of personal property, exclusive of automobiles, occurring during the course of their duties without fault or negligence of the teacher. Monies from said aid fund shall be dispensed on a first come first served basis by mutual agreement of the Superintendent and President of the Association in each case.

D. Effective July 1, 1993 any new employee whose spouse is working in the District, or is working elsewhere in the State of New York for a public employer and who is afforded family coverage under the Empire Plan or its successor, shall not be eligible to receive the health insurance benefits hereunder. However, should the spouse be required to contribute to the cost of paying the premium for said coverage, the District will reimburse the employee accordingly, but in no event should that reimbursement exceed the amount of money the District pays employees who exercise the option to change from family coverage to individual coverage, as set forth herein. Should such employee's spouse no longer be afforded the aforesaid coverage, the employee shall be entitled to the health insurance benefits hereunder pursuant to the rules and regulations of the Empire Plan, if applicable.

## **ARTICLE XII**

### **Joint Professional Practices Committee/Faculty Council**

#### **A. Joint Professional Practices Committee**

1. The Joint Professional Practices committee (JPPC) is hereby created to provide a vehicle for communication among the Board, Administration and the Association on general matters of mutual interest except that matters covered by this Agreement shall be processed as provided herein and the activities of the Committee shall be consistent with and not in conflict with this Agreement. The Committee shall not supplant contract negotiations or become involved in negotiations in any manner whatsoever.
2. The Association shall be responsible for appointment of teacher-members of the JPPC; and the Board or its designee shall be responsible for the appointment of representatives of the Board and/or Administration who serve on the Committee.

#### **B. Faculty Council**

1. The existing Faculty Council will continue as heretofore to be responsible for curriculum review and shall systematically review teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans and similar procedures in the light of the purposes, philosophy and educational goals of the District.
2. The Faculty Council shall study and make recommendations in the area specified in paragraph "B-(1)" of this Article. The Council will consist of six administrators (including at least one from each school), a representative of intermediate and a representative of primary grades from each school, a consultant from each school, and three teachers-at-large, as provided in the Faculty Council constitution, and the President of the Association or the President's designee. Each teacher on the Faculty Council shall be required to participate in one curriculum committee which shall meet not less than four (4) or more than ten (10) times per school year. Teacher other than Faculty Council members may be invited to participate on curriculum committees. Council meetings shall begin at 1:00 P.M. with substitute teachers fulfilling class responsibilities for those afternoons, and adjourn at 4:00 P.M. Each teacher recognizes attendance as a matter of professional integrity.
3. The Faculty Council will meet a total of five times annually, from September through June.

## **ARTICLE XIII**

### **Teacher Evaluation**

A. All monitoring or observation of the teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Before any recommendations of the Evaluation Committee are put into effect, the same must be approved by the Board and the Association.

C. Teachers may have ready access to their personnel files to review and duplicate any document prepared by the teachers themselves, college transcripts

(except those marked confidential and other confidential references obtained prior to employment), progress evaluation forms prepared by the principal or supervisor, and any other documents and information. It is the responsibility of the Administration to provide teachers with a copy of any other material placed in their file. Teachers shall indicate receipt of such material by affixing their signature to the material before it is placed in their personnel file. Such signature does not necessarily indicate agreement or disagreement with the content of the material, but merely that the teacher has had the opportunity to review the material. A representative of the Association may, if teachers wish, accompany the teacher when they review their personnel files.

D. Whenever any charge or complaint against a teacher shall be made by a parent or someone other than a supervisor or an administrator, such charge or complaint shall be called to the teacher's attention if consideration is being given to making a record of the same or if action against the teacher is contemplated as a result of such complaint. In such event, the teacher shall be advised of the specific allegations of the charge or complaint and shall be given an opportunity to discuss the same with the supervisor involved and to offer any facts or explanation to rebut the charge or complaint. At the teacher's request, a representative of the Association shall attend such conference. No such charge or complaint or record thereof shall be placed in the teacher's personnel file unless the procedure set forth hereinabove has been strictly adhered to. Teachers shall have the further right of placing in their personnel files responses to such charge or complaint which shall be attached to the same within 90 days of being advised that such charge or complaint has been placed in his/her personnel file.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. In no case shall this be done publicly except as required in the State Tenure Law. Any such discipline, reprimand or reduction in rank, compensation, or advantage including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance and arbitration procedure set forth in Article XVIII below.

It is expressly understood that in order to continue employment in the District, a teacher must possess or be eligible for appropriate New York State certification. The denial of tenure or termination of employment shall not constitute a grievance within the meaning of this article.

F. Teachers shall at all times be given the opportunity and the responsibility of having present where practicable a representative of the Association when they are being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance.

#### **ARTICLE XIV**

##### **No Strike Provision**

In compliance with Section 207(b) of the Public Employees Fair Employment Law of New York, the Association on its own behalf and on behalf of the employees in the bargaining unit it represents, affirms that it does not assert the right to, and agrees that it will not call, instigate, assist or participate in a strike against the Board or impose an obligation to conduct, assist, or participate in any such strike.

## **ARTICLE XV**

### **Legislative Action**

It is agreed by and between the parties that any provisions of Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE XVI**

### **Maintenance of Standards**

Unless otherwise required by law, all conditions of employment including teaching hours, extra compensation for work outside of the teachers' regular duties, leaves and general working conditions in effect in the District at the time this Agreement is signed shall be maintained without diminution during the term of this Agreement, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein. The foregoing shall not be deemed to impair the rights of the Board with respect to the transfer or assignment of teachers, and the selection of educational equipment, books or supplies.

## **ARTICLE XVII**

### **Grievances and Arbitration**

A. In order to continue harmonious and cooperative relationships between the District and its teachers, it is hereby declared to be the purpose of the Article to provide for the speedy settlement of certain differences between the parties through procedures under which grievances may be presented free from coercion, interference, restraint, discrimination or reprisal.

- B. 1. Either party to this Agreement, upon written notice to the other, given within fourteen (14) days after the occurrence of the event leading to the grievance, may submit a grievance for resolution in accordance with the procedure set forth herein below. For the purpose of this Agreement, a grievance shall be defined as, and limited to, disputes concerning the meaning, interpretation or application of this Agreement.
2. All grievances initiated by the Association shall be in writing, shall include a concise statement of the nature of the dispute, and the position of the Association with respect thereto. Such grievances shall be resolved as follows:

#### **Step 1.**

The grievance shall be presented to the Building Principal of the teacher or teachers concerned therewith. Such Principal shall then meet and confer with the designated Association school representative and such teacher or teachers. In the event the grievance is not resolved within (7) days following presentation to the Building Principal, it thereafter may be submitted in writing by the Association to the Superintendent.

**Step 2.**

The Superintendent or the Superintendent's designated representative shall meet and confer with the President of the Association or the designated representative. In the event the grievance is not resolved within seven (7) days, it thereafter may be submitted in writing by the Association to the Board. The Superintendent will provide written explanation of his/her response to the grievance but will not be bound solely to that explanation if the grievance goes to arbitration.

**Step 3.**

The Board shall then consider the grievance at its next regular or special meeting, if practicable, and if not, as soon thereafter as possible and, upon request, permit the President and/or counsel of the Association or the designated representatives, and the Superintendent or the Superintendent's designated representatives, to attend such meeting and present evidence, facts and arguments in support of its position. The Board will provide written explanation of its response to the grievance but will not be bound solely to that explanation if the grievance goes to arbitration.

**Step 4.**

In the event the grievance is not resolved within thirty-one (31) days following the Board meeting at which it was considered, the Association thereafter may submit the grievance for resolution to an impartial arbitrator selected in accordance with the rules and regulations of the American Arbitration Association then obtaining. The arbitrator so selected shall hear the matter as promptly as possible and issue the award within fourteen (14) days after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the ground of illegality or on any other ground or grounds permitted by law. The cost and expense of arbitration shall be divided equally between the Board and the Association.

3. All grievances initiated by the Board shall be submitted in writing to the President of the Association and shall include a concise statement of the nature of the dispute and the position of the Board with respect thereto. The grievance will be processed in accordance with the four-step procedure set forth hereinabove except that the Board shall have the obligation to submit the grievance to the next step. The Association will provide written explanation of its response to the grievance but will not be bound solely to that explanation if the grievance goes to arbitration.
4. If a grievance concerns a group or class of teachers or arises from the action or policy of the Superintendent or Board, it may be submitted directly to Step 2 or 3 as described above.

5. It is understood and agreed that the arbitrator shall not have the authority to add to, modify or change any of the expressed provisions of this Agreement, or make any award the implementation of which would be contrary to law.

C. Nothing herein contained shall be construed as limiting the right of any individual teacher to represent himself/herself in assertion and processing of any grievance hereunder, or any party having a grievance to discuss the matter informally with any appropriate member of the other party and having the grievance adjusted without imposition of the formal procedure, provided such adjustment is not inconsistent with the terms of this Agreement.

#### **ARTICLE XVIII** **Negotiations Procedures**

A. The Board, or designated representative of the Board, will meet with a representative designated by the Association for the purpose of discussion and endeavoring to reach mutually satisfactory agreements.

B. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen days following such request. In any given school year, such request shall be made not later than January 15.

C. Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Unless otherwise agreed, meetings shall not be held during the school day. If any such meetings are held during the school day, teachers who are members of the negotiating team will not suffer any loss of pay or leave.

D. The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

#### **ARTICLE XIX** **Professional Improvement**

A. The parties support the principle of teachers continuing their training, participation by teachers in professional organizations in the areas of their specialization, and with due regard to the requirements of the District, leaves for work on advance degrees or special studies, and participation in community educational projects as provided more specifically in Article IX of this Agreement.

B. Any teacher who satisfactorily completes a course approved by the Superintendent at an accredited college or university shall receive upon such completion compensation therefor from the Board as may be provided by the salary schedule.

C. Subject to its approval the Board shall provide upon application the necessary funds for teachers who desire to attend selected professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such a conference shall be granted sufficient leave

time to attend without loss of compensation or benefits. Following attendance such teacher may be required by the Superintendent to submit a summarizing report on the conference.

D. At the suggestion of the Association, or on the Board's initiative, the Board may arrange for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. If possible all teachers desiring to attend shall be allowed to do so. All teachers shall be eligible to attend such programs.

E. Inservice Training

The parties recognize that, in our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics relating to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitude. The Association shall be given the opportunity for input in determining the structure and content of all in-service courses offered by the District, as well as input in determining out-of-District instructors for inservice courses.

1. The Board may provide for teachers, during school hours, workshops, conferences, and programs designed to improve the quality of instruction.
2. The Board agrees to continue its present practice of arranging after school courses, workshops, conferences and programs, designed to improve the quality of instruction.
3. Inservice course credit is applicable to post-graduate credits in reference to salary schedule to the extent that the applicable requirements for such credit are met.
4. A teacher who satisfactorily completes a course approved by the Superintendent, which course's content, requirements and instructor are identical to the same course for which graduate credit is given by an accredited college or university, shall have the choice of receiving inservice credit pursuant to this section.

F. At the conclusion of each inservice course the Board will notify each participant of the granting of inservice credit.

G. Staff Development

Teachers in the first year of employment shall be required to attend fifteen hours of in-service staff development; teachers in their second and third year of employment shall be required to attend seven hours of in-service staff development. These hours shall not be utilized for movement on the salary schedule.

The Association shall be given each year the opportunity for input in determining the duration, scheduling and the content of the in-service staff development.

Teachers who are required to attend in-service staff development sessions shall be given by September 15 of each year the dates and duration of these sessions.

## ARTICLE XX

### Employment of Professional Personnel

A. The Association, whenever practicable, shall be notified whenever applicants are interviewed by building administrators for teaching positions in the



school. Two teachers designated by the Association shall have the right to be present when such applicants are interviewed by the Principal and his/her representative. If such an interview takes place during the school day the right of the teacher representative to be present shall be subject to the availability of adequate classroom coverage. The designated teachers shall have the right to make recommendations with respect to the hiring of applicants, which recommendations shall be given due considerations by the Superintendent and the Board.

B. Promotional vacancies in professional positions which the Board determines it will fill shall be posted in school buildings on faculty bulletin boards and it shall contain the same job description which the District uses in soliciting applicants from outside the District. In-District teachers shall submit their applications in writing to the Administration. Due consideration shall be given such applicants. The Association shall be notified in writing of the names of all permanently hired professionals for promotional positions and their salary placement.

C. Upon request the Association shall be informed within five (5) calendar days of the appointment of all teachers, together with their position on the salary schedule.

D. The President of the Association shall be informed of a resignation or a receipt of an application for leave of absence of any teacher within five (5) days following notice of the same to the Administration.

E. In the event of an involuntary transfer, the Superintendent shall, if possible, notify the affected teacher(s) and the Association by June 1 and shall meet with the above, upon their request, prior to the effective date of the transfer.

F. Request by a teacher for a transfer to a different grade and/or school shall be made to the Superintendent in writing by March 1. Such request shall receive due consideration consistent with the educational needs of the District.

## **ARTICLE XXI**

### **Part-Time Teachers**

A. Part-time teachers except those serving in federally funded programs who work 50% or more of the regular school day shall receive all insurance benefits set forth in ARTICLE XI.

B. Part-time teachers who work less than 50% of the regular school day or school week or who serve in federally funded programs, may pay the premiums for health and dental plans if they meet the eligibility requirements of the respective plans.

C. Part-time teachers who work less than the full school week shall receive pro-rated sick leave and personal leave as provided in Article VII and VIII respectively.

## **ARTICLE XXII**

### **Elimination of Positions and Dismissal of Teachers**

A. In the event that the Board intends to terminate the employment of a teacher resulting from the elimination of a position or positions, such teacher shall receive notice thereof no later than April 1st. Teachers who are terminated because of the elimination of positions shall be given preference for any available part-time or substitute teaching positions within their respective tenure area with salary and working conditions applicable to such part-time or substitute teaching position.

B. All teachers who have been advised that their services are to be terminated

shall be entitled upon written request to a meeting with the Superintendent for a full discussion of the matter. If the teachers so request, the person or persons who recommended the termination shall be present at such meeting. Request for meeting must be received by the Superintendent within five (5) days following receipt by teachers of notice that their services are to be terminated. The meeting between the teachers and the Superintendent shall be held within ten (10) days of the receipt of such notice by the teachers. All teachers with six (6) or more months of service in the District may request a meeting with the Board of Education or a committee thereof to be held subsequent to the meeting of the Superintendent, but prior to official Board action on the recommendation of termination. At such meeting with the Board or a committee thereof the teacher will be afforded the opportunity to make a presentation of his/her position regarding the recommendation of termination and may be accompanied by an advisor and/or one representative of the Association selected by the teacher.

#### **ARTICLE XXIII**

##### **Conformity to Law**

In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties thereto shall meet forth with the purposes of modifying the same to conform with the law and/or negotiating provisions in lieu thereof.

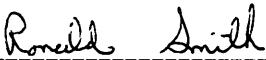
**ARTICLE XXIV**  
**Duration of Agreement**

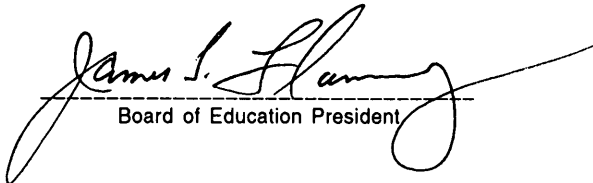
This Agreement shall be effective as of July 1, 1998 and shall continue in effect until June 30, 2001.

MERRICK FACULTY ASSOCIATION, INC.

  
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President

MERRICK UNION FREE SCHOOL DISTRICT

  
-----  
Superintendent of Schools

  
-----  
Board of Education President

**MERRICK UNION FREE SCHOOL DISTRICT TEACHERS' SALARY SCHEDULE  
1998-99**

<u>STEPS</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>MA+75</u>
E	35,800	40,825	43,300	45,625	47,275	
1	36,875	41,900	44,375	46,750	48,350	49,350
2	38,000	43,300	45,775	48,150	49,725	50,725
3	39,175	44,675	47,150	49,575	51,150	52,150
4	41,125	46,625	49,125	51,575	53,125	54,125
5	42,650	48,375	50,950	53,425	54,925	55,925
6	44,375	50,075	52,950	55,125	56,875	57,875
7	46,100	51,850	54,800	57,250	58,750	59,750
8	47,850	53,600	56,725	59,100	60,675	61,675
9	49,550	55,375	58,575	61,050	62,550	63,550
10	51,550	57,600	60,825	63,275	64,800	65,800
11	53,125	59,450	62,700	65,500	66,675	67,675
12	55,850	61,300	64,600	67,075	68,600	69,600
13	56,300	63,125	66,550	68,925	70,475	71,475
14	57,850	64,950	68,375	70,875	72,325	73,325
15	59,850	67,275	70,500	73,050	74,675	75,675
16	60,875	68,675	72,100	74,500	76,100	77,100
17	62,050	70,075	73,650	76,075	77,550	78,550
18	63,125	71,575	74,450	77,525	79,100	80,100
19	64,325	72,950	76,575	79,050	80,625	81,625
20	65,925	75,150	78,775	81,275	82,925	83,925
21	65,925	75,150	78,775	81,275	82,925	83,925
22	65,925	75,150	78,775	81,275	82,925	83,925
23	67,925	76,950	81,225	84,125	85,375	86,375

Audio Visual Coordinator	\$1,400 (maximum of two positions)
Audio Visual Coordinator	\$1,650 (maximum of one position which includes Administration building)
Science Coordinator	\$1,550 (maximum of three positions)
Music Coordinator	\$1,650 (maximum of one for the District)
Doctorate	\$1,400
Psychologist	\$1,650

MERRICK UNION FREE SCHOOL DISTRICT TEACHERS' SALARY SCHEDULE  
1999-2000

<u>STEPS</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>MA+75</u>
E	36,850	42,025	44,575	46,975	48,675	
1	37,975	43,125	45,675	48,125	49,800	50,800
2	39,100	44,575	47,150	49,575	51,200	52,200
3	40,325	46,000	48,550	51,025	52,650	53,650
4	42,350	48,000	50,575	53,100	54,700	55,700
5	43,900	49,825	52,475	55,000	56,550	57,550
6	45,675	51,575	54,500	56,750	58,550	59,550
7	47,450	53,400	56,400	58,925	60,500	61,500
8	49,250	55,200	58,400	60,825	62,450	63,450
9	51,000	57,025	60,300	62,850	64,375	65,375
10	53,075	59,300	62,600	65,125	66,725	67,725
11	54,700	61,200	64,550	67,425	68,650	69,650
12	57,500	63,125	66,500	69,050	70,625	71,626
13	57,950	65,000	68,525	70,950	72,550	73,550
14	59,575	66,875	70,400	72,975	74,450	75,450
15	61,600	69,275	72,575	75,200	76,875	77,875
16	62,675	70,700	74,225	76,700	78,350	79,350
17	63,875	72,150	75,825	78,325	79,825	80,825
18	65,000	73,675	76,650	79,800	81,425	82,425
19	66,225	75,100	78,825	81,375	83,025	84,025
20	67,850	77,375	81,100	83,675	85,375	86,375
21	67,850	77,375	81,100	83,675	85,375	86,375
22	67,850	77,375	81,100	83,675	85,375	86,375
23	69,925	79,225	83,625	86,625	87,900	88,900

Audio Visual Coordinator	\$1400 (maximum of two positions)
Audio Visual Coordinator	\$1650 (maximum of one position which includes Administration building)
Science Coordinator	\$1550 (maximum of three positions)
Music Coordinator	\$1650 (maximum of one for the District)
Doctorate	\$1400
Psychologist	\$1650

MERRICK UNION FREE SCHOOL DISTRICT TEACHERS' SALARY SCHEDULE  
2000-2001

<u>STEPS</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>MA+75</u>
E	37,950	43,275	45,875	48,375	50,100	
1	39,100	44,400	47,025	49,525	51,250	52,250
2	40,275	45,875	48,525	51,050	52,700	53,700
3	41,525	47,350	49,975	52,525	54,200	55,200
4	43,600	49,425	52,075	54,675	56,300	57,300
5	45,200	51,275	54,000	56,625	58,200	59,200
6	47,025	53,075	56,100	58,425	60,275	61,275
7	48,850	54,975	58,075	60,675	62,275	63,275
8	50,700	56,825	60,125	62,625	64,300	65,300
9	52,500	58,700	62,075	64,700	66,275	67,275
10	54,650	61,050	64,450	67,050	68,675	69,675
11	56,300	63,025	66,450	69,425	70,675	71,675
12	59,200	64,975	68,475	71,100	72,700	73,700
13	59,650	66,925	70,550	73,050	74,700	75,700
14	61,325	68,850	72,475	75,125	76,650	77,650
15	63,425	71,300	74,725	77,425	79,125	80,125
16	64,525	72,775	76,400	78,975	80,650	81,650
17	65,770	74,275	78,075	80,625	82,200	83,200
18	66,925	75,850	78,925	82,150	83,825	84,825
19	68,175	77,300	81,150	83,775	85,475	86,475
20	69,850	79,650	83,500	86,150	87,900	88,900
21	69,850	79,650	83,500	86,150	87,900	88,900
22	69,850	79,650	83,500	86,150	87,900	88,900
23	72,000	81,550	86,100	89,175	90,475	91,475

Aydio Visual Coordinator  
Audio Visual Coordinator

\$1,400 (maximum of two positions)  
\$1,650 (maximum of one position which in  
Administration building)

Science Coordinator

\$1,550 (maximum of three positions)

Music Coordinator

\$1,650 (maximum of one for the District)

Doctorate

\$1,400

Psychologist

\$1,650